

REDACTED – FOR PUBLIC INSPECTION

**REPLY DECLARATION OF RONALD H. LATAILLE,
MARION C. JORDAN, AND JULIE K. SLATTERY**

EXHIBIT 13

REDACTED – FOR PUBLIC INSPECTION

REDACTED – FOR PUBLIC INSPECTION

**REPLY DECLARATION OF RONALD H. LATAILLE,
MARION C. JORDAN, AND JULIE K. SLATTERY**

EXHIBIT 14

UNE Orders Receiving a No Facility Alert and Rejections
January 2004 to August 2004

Verizon East		
Month	Circuit Type	No Facility Alerts
January	DS1	469
	DS3	7
February	DS1	422
	DS3	16
March	DS1	490
	DS3	10
April	DS1	428
	DS3	10
May	DS1	428
	DS3	13
June	DS1	518
	DS3	5
July	DS1	441
	DS3	2
August	DS1	465
	DS3	13
Total	DS1	3,661
	DS3	76

Verizon West		
Month	Circuit Type	No Facility Alerts
January	DS1	43
	DS3	-
February	DS1	65
	DS3	-
March	DS1	78
	DS3	1
April	DS1	93
	DS3	-
May	DS1	63
	DS3	5
June	DS1	100
	DS3	9
July	DS1	89
	DS3	4
August	DS1	78
	DS3	13
Total	DS1	609
	DS3	32

Total	DS1	3624	Total	DS1	530
Rejected	DS3	1	Rejected	DS3	13

Note 1: In the East, we determined that 37 DS1s and 1 DS3 were provisioned as UNEs despite receiving an alert.

Note 2: In the West, we determined that 54 DS1s and 19 DS3s were provisioned as UNEs despite receiving an alert.

**REPLY DECLARATION OF RONALD H. LATAILLE,
MARION C. JORDAN, AND JULIE K. SLATTERY**

EXHIBIT 15

REDACTED – FOR PUBLIC INSPECTION

REDACTED – FOR PUBLIC INSPECTION

**REPLY DECLARATION OF RONALD H. LATAILLE,
MARION C. JORDAN, AND JULIE K. SLATTERY**

EXHIBIT 16

REDACTED – FOR PUBLIC INSPECTION

REDACTED – FOR PUBLIC INSPECTION

**REPLY DECLARATION OF RONALD H. LATAILLE,
MARION C. JORDAN, AND JULIE K. SLATTERY**

EXHIBIT 17

THE VERIZON TELEPHONE COMPANIES

TARIFF F.C.C. NO. 11
4th Revised Page 7-250
Cancels 3rd Revised Page 7-250

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.4 Minimum Periods

Except for the following services, the minimum period for all services is three months. The minimum period for optional features and functions or BSEs is the same minimum period as the associated Special Access Service, unless otherwise specified.

- (A) For part-time and occasional Broadcast Video, Advanced Video and Program Audio services, the minimum period is one day (i.e., a continuous 24 hour period, not limited to a calendar day).
- (B) For Advanced Uncompressed Digital Video Service, Advanced Broadcast Video Service, Serial Component Video Service, Fiber Based Multichannel Video Service and Supertrunking Transport Video Service, the minimum period is one year. The CODEC optional feature, available with 45 Mbps Digital Video Transport Service, has a minimum period of one year.
- (C) For Channel Extension Service, the minimum period is three years.
- (D) For service provided under a Commitment Discount Plan as set forth in Section 25.1 following, the minimum period is one year in lieu of the minimum period which would normally apply to that service.
- (E) For IntelliLight® Dedicated SONET Ring as set forth in 7.2.17 preceding, the minimum period is one year for the mileage and node rate elements and one month for the port rate elements.
- (F) For IntelliLight® Optical Transport Service as set forth in 7.2.19 preceding, the minimum period is two years for the ring mileage, node, network optimization and SONET optical transport rate elements and three months for the data optical transport channel rate elements.
- (G) For Facilities Management Service (FMS) as set forth in 7.2.16 preceding, the minimum period is one year when FMS is provided with the month-to-month billing option. This minimum period applies on a network basis when the entire FMS network is discontinued within the first twelve (12) months of service. When FMS is provided with term plan billing, the minimum period is satisfied through the application of termination liability as set forth in Section 7.2.16(G)(3) preceding. Additionally, the minimum billing for individual channels within the FMS network is one month.
- (H) For Verizon Optical Networking (VON) as set forth in 7.2.20(E) preceding, the minimum period is one year for all term plans, including Month-to-Month.
- (I) The minimum service period for Optical Hubbing Service (OHS) as set forth in Section 7.2.22 is two years. OHS Optical Hubbing Interfaces (OHIs) subscribed to on a month-to-month basis have a minimum period of one month. (N)

(TR 492)

Issued: September 22, 2004

Effective: October 7, 2004

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

REPLY DECLARATION OF RONALD H. LATAILLE,
MARION C. JORDAN, AND JULIE K. SLATTERY

EXHIBIT 18

THE VERIZON TELEPHONE COMPANIES

TARIFF F.C.C. NO. 1
Original Page 7-209

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.17 Digital Data and DS1 High Capacity Services

(A) Basic Service

The minimum service period for basic Digital Data Service (DDS) and DS1 High Capacity Service (DS1) is two months. When service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the two-month minimum period.

Customers may, at any time, change their basic service payment option to a Term Payment Plan without assessment of the minimum period service charge.

(B) Term Pricing Plans (TPP) Description

Term Pricing Plans are pricing options available to customers who subscribe to specific longer term commitment periods in exchange for reduced monthly rates.

(1) TPPs for Digital Data Services are available in 2, 3, and 5-year commitment periods. DS1 High Capacity Services are available in 2, 3, 5, and 7-year commitment periods.

(2) Customers have the option of purchasing channel terminations under one plan and channel mileage under another plan, or under the basic service plan. TPPs are available subject to the following:

- Digital Data Service plans are applicable to channel terminations and channel mileage. The fixed and per mile rate elements for a given circuit must be included in the same individual Term Pricing Plan. In addition to designating Digital Data Channel terminations with associated mileage for a TPP on a circuit-by-circuit basis, the customer may choose a "combined" option whereby the customer specifies the total quantity of DDS channel terminations or fixed and per-mile mileage to be included in a plan, as detailed in Section 7.4.17(C)(7).

(Issued under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

THE VERIZON TELEPHONE COMPANIES

TARIFF F.C.C. NO. 1
Original Page 7-197

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.13 DS3 High Capacity Services

(A) Payment Plans and Minimum Periods

Recurring charges for DS3 Services are rated and charged monthly for all commitment plans; Month-to-Month, 3 and 5-year Term Pricing Plans (TPPs). TPPs are provided with Base Rates as described in Section (B) following and as set forth in 7.5.9 following.

The minimum service period for DS3 is 12 months, except when a DS3 is ordered on a short term basis. Short-Term DS3 Service is described in paragraph (F) of this section, 7.4.13.

Additionally, the optional feature, DS3 to DS1 Central Office Multiplexing, is also available on a 3 or 5-year Term Pricing Plan. When ordered, a 3 or 5-year TPP for the DS3/DS1 multiplexing feature must have the same term period as the associated service, and it is always assigned an expiration date that is coterminous with the associated service.

At the end of a term plan, the customer will not be eligible to receive discounted monthly charges unless the TPP commitment is renewed. Customers with TPPs that have expired prior to December 2, 1999, will be able to retain their service at the prevailing rates for as long as the customer retains the service.

Should a customer terminate service prior to completing the minimum period or the plan term period, termination liability may be applicable. Termination liability is assessed on channel terminations, fixed and per mile mileage, and multiplexing rate elements. Liability for terminations at a primary premises is calculated based upon the rate band determined by the last count taken. A customer who downgrades a term plan to shorter duration, changes the system configuration (i.e., Optical to Electrical) or disconnects the service will be treated as having terminated the service.

(Issued under Transmittal No. 23)

Issued: April 13, 2001

Effective: April 28, 2001

Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

**REPLY DECLARATION OF RONALD H. LATAILLE,
MARION C. JORDAN, AND JULIE K. SLATTERY**

EXHIBIT 19

VERIZON TELEPHONE COMPANIES

TARIFF FCC NO. 14
3rd Revised Page 3-13
Cancels 2nd Revised Page 3-13
Effective: January 3, 2004

issued: December 19, 2003

FACILITIES FOR INTERSTATE ACCESS

3. ORDERING OPTIONS FOR FIA (Cont'd)

3.2 Access Service Request (Cont'd)

3.2.4 Minimum Period

- (A) The Minimum Period for which Special Access, End User FIA, Frame Relay, Packet Switching Network Service, STP Port Terminations, Basic Service Elements (BSEs) CCS7 Access facilities, Monthly Optical Networking rate elements, Primary Interexchange Carrier Charge and DSL Solutions are provided and for which charges are applicable, is one month, except as in B through K.
- (B) The Minimum Period for Miscellaneous Services is in Section 6.
- (C) The Minimum Period for Ancillary Services is in Section 8.
- (D) The Minimum Period for temporary videoband and program audio Special Access is the minimum period for which rates are established in Section 5.7 and 5.8.
- (E) The Minimum Period for FIA provided under Special Construction provisions and for which charges are applicable in Section 10.
- (F) The Minimum Period for FGA, FGB, FGC, BSA-A, BSA-B, BSA-C, SAC Access Service, and also for FGD or BSA-D ordered after the conversion of an end office to equal access, is one month. For the application of the minimum period charges for Switched Access Service FGB, FGC, BSA-B, BSA-C, SAC Access Service, and for FGD or BSA-D ordered after the conversion of an end office to Equal Access, it is assumed the last identical capacity placed in service is the first one discontinued.
- (G) For FGD or BSA-D ordered prior to the conversion of an end office to equal access and (1) cancelled prior to the conversion date, a Cancellation Charge in 3.2.6 applies or (2) cancelled on or after the equal access conversion date, a Discontinuance Charge in 3.2.7 applies.
- (H) The minimum periods for Special Access DS3 Service are in Section 5.6.11.
- (I) The minimum periods for Expanded Interconnection Services are in Section 17.9.2.
- (J) The minimum period for the month-to-month option for VideoConnect - 270 Mbps service is 3 months.
- (K) The minimum periods for Advanced Communications Network services are set forth under Section 16.
- (L) The minimum periods for Verizon Optical Networking (VON) services are set forth in Section 20.3.
- (M) Reserved for Future Use
- (N)

3.2.5 Minimum Period Charges

When FIA are discontinued prior to the expiration of the Minimum Period, charges are applicable for the remaining month(s) and/or fraction thereof of the Minimum Period.

The Minimum Period Charge will be determined as follows:

- (A) For Switched Access usage sensitive rate elements, the charge for the minimum period, or fraction thereof, is equal to the applicable rates for the actual or assumed usage for the minimum period or such fraction thereof. For Switched Access flat-rated monthly elements (i.e., Entrance Facility, Direct-Trunked Transport and Multiplexing rates), the charge for the minimum period or fraction thereof is the applicable monthly rates for the service.

(This page filed under Transmittal No. 398.)

Vice President, Federal Regulatory
1300 I Street NW, Washington, DC 20005

VERIZON TELEPHONE COMPANIES

TARIFF FCC NO. 14
1st Revised Page 5-74
Cancels Original Page 5-74
Effective: May 14, 2002

Issued: April 29, 2002

FACILITIES FOR INTERSTATE ACCESS

5 SPECIAL ACCESS (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.11 DS3 High Capacity Service (Cont'd)

(B) Minimum Service Periods

Individual DS3s and System DS3s are offered under four minimum service periods, each with different rate levels. The minimum service periods are 1, 3, 5 and 7 years. The customer must specify the minimum service period at the time the service is ordered. First and Additional DS3 SALs (3 System DS3s and Unlimited System DS3s) can have a different minimum service period. However, each DS3 SAL of a two-point DS3 service must have the same minimum service period.

The customer may select a longer minimum service period at any time, without penalty or application of nonrecurring charges, to obtain the lower monthly recurring rates associated with a longer minimum service period. When the customer selects this option, no credit toward the new service period will be given for the amount of time they were under the shorter minimum service period. The new recurring charges will apply subsequent to the effective date of the new minimum service period.

(C) Expiration of Service Period

At the expiration of a service commitment period, the customer may select a new DS3 commitment period. If the customer does not select a new minimum service period within 60 days from the expiration date, billing will remain at the current service period and a new DS3 minimum service period will begin based on the previously effective service period. All terms and conditions, including Subsequent Termination Liabilities, will apply to the new DS3 period.

Customers with expired service periods for the Individual System, Three System and Unlimited System DS3s, prior to the effective date of this tariff offering will have up to 180 days to select a new commitment service period. If the customer does not select a new service period within 180 days of the effective date of this tariff, billing will remain at the current service period and a new DS3 minimum service period will begin based on the last service period. The beginning date of the new service period will be the date immediately following the expiration date of the expired service period. This does not apply to the grandfathered DS3 Group System service offerings.

Material omitted from this page now appears on Page 5-74.1.

(This page filed under Transmittal No. 186.)

Vice President, Federal Regulatory (T)
1300 I Street NW, Washington, D.C. 20005 (T)

REPLY DECLARATION OF RONALD H. LATAILLE,
MARION C. JORDAN, AND JULIE K. SLATTERY

EXHIBIT 20

VERIZON TELEPHONE COMPANIES
Director-Tariffs
600 Hidden Ridge
Irving, Texas 75038
Issued: April 16, 2001

TARIFF FCC NO. 16
Original Page 7-39

Effective: May 1, 2001

ACCESS SERVICE

- 7. **Special Access Service** (Cont'd)
- 7.2 **Rate Categories, Applications, and Regulations** (Cont'd)
- 7.2.2 **Minimum Periods**

The minimum service period for all services except part-time and occasional Video and Program Audio services and High Capacity DS3 services is one month. The minimum service period for part-time Video and Program Audio Services is one day even though the service will be provided only for the duration of the event specified on the order (e.g., one-half hour, two hours, five hours, etc.). The minimum period for High Capacity DS3 Service is that period requested by the customer as set forth in Section 7.2.6 (B) following.

- 7.2.3 **Application of Daily and Monthly Rates**

- (A) **Daily Rates**

Daily rates are recurring rates that apply to each 24 hour period or fraction thereof that a Video or Program Audio Special Access Service provided for part-time or occasional use. For purposes of applying daily rates, the 24 hour period is not limited to a calendar day.

Part-time Program Audio or Video Service ordered on one Access Service Request and provided within a consecutive 30 day period will be charged the daily rate, not to exceed an amount equal to the monthly rate. For each subsequent day or part day, a charge equal to 1/30th of the monthly rate shall apply.

- (B) **Monthly Rates**

Monthly rates are flat recurring rates that apply each month or fraction thereof that a Special Access Service is provided. For billing purposes, each month is considered to have 30 days.

VERIZON TELEPHONE COMPANIES
 Vice President, Federal Regulatory (T)
 1300 I Street NW
 Washington, D.C. 20005
 Issued: May 3, 2002

TARIFF FCC NO. 16
 1st Revised Page 7-44
 Cancels Original Page 7-44
 Effective: May 18, 2002

ACCESS SERVICE

- 7. **Special Access Service** (Cont'd)
- 7.2 **Rate Categories, Applications, and Regulations** (Cont'd)
- 7.2.6 **DS3 High Capacity** (Cont'd)
- (B) **Minimum Service Periods** (Cont'd)

DS3 service is offered under four minimum service periods, each with different rate levels. The minimum service (M) periods are 1, 3, 5 and 7 years. The customer must specify the minimum service period at the time the service is ordered. Each DS3 service within a three/twelve capacity system can have a different minimum service period. Each DS3 Circuit Termination of a two-point DS3 service must have the same minimum service period. (M)

The customer may select a longer minimum service period at any time, without penalty or application of nonrecurring charges, to obtain the lower recurring rates associated with a longer minimum service period. When the customer selects this option, the customer will receive full credit for the amount of time the service was provided under the shorter minimum service period. For example, if a customer, who initially ordered DS3 service under a one-year minimum service period, after six months decides to select the three year minimum service period, the customer will have a remaining obligation period of 30 months. The new recurring charges will apply subsequent to the effective date of the new minimum service period.

- (C) **Expiration of Service Periods**

At the expiration of a service commitment period, the customer may select a new DS3 commitment period. If the customer does not select a new minimum service period within 60 days from the expiration date, billing will remain at the current service period and a new DS3 service period will begin based on the previously effective service period. All terms and conditions, including subsequent Termination Liabilities will apply to the new DS3 Period.

Customers with expired service periods for the Individual System, Three System and Unlimited System DS3s, prior to the effective date of this tariff offering will have up to 180 days to select a new commitment service period. If the customer does not select a new service period within 180 days of the effective date of this tariff, billing will remain at the current service period and a new DS3 minimum service period will begin based on the last service period. The beginning date of the new service period will be the date immediately following the expiration date of the expired service period. This does not apply to the grandfathered DS3 Group System service offerings.

- (D) **Discontinuance Without Liability - DS3 Minimum Service Period**

Rates for DS3 service may vary during the minimum service period; however, should the recurring charges for a customer's DS3 service increase, in aggregate, by more than 10% from the original recurring charges during the minimum service period, the customer may, at their option, terminate the DS3 service without penalty or liability.

(M) Material appearing on this page previously appeared on Page 7-43.

**REPLY DECLARATION OF RONALD H. LATAILLE,
MARION C. JORDAN, AND JULIE K. SLATTERY**

EXHIBIT 21